

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



TRAVEL & SUBSISTENCE PROVISIONS

FOR

TEAMSTER:
ALL CLASSIFICATIONS

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA &
VENTURA COUNTIES

SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS

and

TEAMSTER JOINT COUNCIL NO. 42

And

TEAMSTER LOCAL UNION NO. 87

Affiliated with the

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

This agreement entered into this first day of July 2000, by and between the **Associated General Contractors of California, Inc.**, the **Building Industry Association of Southern California, Inc.**, and the **Southern California Contractors Association, Inc.**, on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS**; and **Joint Council of Teamsters NO. 42 and Teamsters Local Union No. 87**, affiliated with the **International Brotherhood of Teamsters**, who are signatory hereto for themselves and the Local Unions which have jurisdiction over the work hereinafter described, hereinafter referred to as the **UNION**.

Purpose

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

R E C E I V E D

Department of Industrial Relations

JUL 27 2000

Div. of Labor Statistics & Research
Chief's Office

902. PARKING

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

903. DRINKING WATER

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, and adequate toilet facilities in accordance with California State Law.

904. JOBSITE TRANSPORTATION

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

905. SIGNING OF DOCUMENTS

Workmen and/ or employees shall be required to sign any document required by law and in addition be allowed to sign attendance at safety meetings, sign in/out for sensitive equipment (i.e. air quality testers, radios, mobile phones, pagers, etc.) and sign the acknowledgment of receiving and reading employee handbooks.

1606. Emergencies:

1606.1. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four-- (24) hour period may be worked at straight time. All other terms and conditions of this Agreement shall apply.

1607. Other job related factors being equal, length of service with the Employer shall be the key factor with respect to assignment of equipment and shifts.

1607.1. Length of continuous service with the Employer shall be given consideration prior to laying off an employee provided the employee can perform the work required and provided further the employee has three (3) or more years continuous service with the Employer.

1608. Shorter Day or Week:

When the Union and the Contractors consider and agree that conditions in the industry, in the area covered by this Agreement warrant a shortened workday or workweek, the parties shall jointly give adequate consideration to, and discussion of, such changes; provided, however, that any such changes in the workday or work week shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and workweek.

1609. Subsistence:

1609.1. In the subsistence area as hereafter defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars (\$30.00) per scheduled workday in the green zone. There shall be no pro-rating of subsistence, Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

1609.2 Effective September 1, 2000, there will be a three dollar (\$3.00) per hour differential for the military bases of Vandenberg AFB, Point Arguello, Point Conception, China Lake, Camp Roberts, Edwards AFB, Nebo Marine Ballistic Base (Yermo), Mountain Warfare Training Center, Bridgeport, Fort Irwin, George AFB, Naval Air Facility, El Centro, 29 Palms Marine Base, in lieu of subsistence.

1609.3. In the Counties of Inyo and Mono, including the Trona area, subsistence shall be paid at the rate of thirty-two dollars (\$32.00) per scheduled workday.

1609.4. Subject to the exceptions in Paragraph 1609 and its subparagraphs, where a Contractor designates a reporting point in a free zone for a project within a subsistence area, employees will be paid subsistence.

1609.5. Exception to the above requirements may be taken and no subsistence furnished or paid in the following instances:

1609.5.1. Where the work performed on the job or project is located entirely within the free zone designated in Exhibit "A".

1609.5.2. When the home of an employee at the time a job is bid or commitment made on non-bid jobs, is located within thirty (30) road miles of the job or project which is located in the yellow subsistence area, and thirty-five (35) road miles of the job or project which is located in the green subsistence area.

1609.5.3. When the home of any employee at the time a job is bid or commitment made on non-bid jobs, is located within fifty (50) road miles of the job or project in Inyo and Imperial Counties, subsistence will not be applicable.

1609.6. When a job or project is located in a subsistence area and the contract completion date or the duration of the job is in excess of four hundred (400) calendar days, the Union agrees to enter into a pre-bid conference or a pre-job conference, on non-bid jobs, with the Contractors for the purpose of determining subsistence arrangements on that job.

1609.7. Subsistence as provided in Paragraph 1609.1 shall be paid on jobs on the following offshore islands:

Richardson Rock	Santa Barbara Island
Santa Cruz Island	Arch Rock
San Clemente Island	Santa Rosa Island
San Nicholas Island	San Miguel Island
Anacapa Island	(Channel Islands Monument)

1609.8. In the event campsites are established on offshore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below.

1609.9. In lieu of payment of subsistence as detailed above, the Contractor may provide room and board, seven (7) days per week, for his employees, in compliance with California State Law governing camps. When a Contractor intends to establish a camp, as provided in this paragraph, a pre-job conference will be held with the Contractor and the Union at which time the Contractor will outline his plan for said room and board and an understanding will be reached within the framework of California State Law governing camps.

1609.10. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

1610. Reporting Time and Minimum Pay. The employee will furnish the employer with his current address and phone number. Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless (1) he has been notified before the end of his last preceding shift, not to report; or (2) the employer has notified the employee prior to leaving home not to report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one (1) day, shall receive not less than eight (8) hours' pay, except, however, if after four (4) hours the project or portion thereof is shut down, the employee, or employees, affected by such shut down shall receive pay for the actual hours worked. The employer will attempt to keep as many employees as possible to complete the shift by performing other work covered by this agreement.

With respect to Section 1601.2 any employee who reports for work and for whom work is provided shall receive not less than five (5) hours' pay, and, if more than five (5) hours are worked in any one (1) day, shall receive not less than ten (10) hours' pay, except however, if five (5) hours the project or portion thereof is shut down, the employee, or employees, affected by such shut down shall receive pay for the actual hours worked. The employer will attempt to keep as many employees as possible to complete the shift by performing other work covered by this Agreement.

1610.1. The Contractor may request the employee to remain on the job for the two- (2) hour period referred to above.

1610.2. Non-Payment of Show-up time and Subsistence: Workmen or employees referred under Article II to the Contractor's job who arrive in an unfit condition for work, without proper tools, credentials, or who are not otherwise qualified in accordance with their work referrals shall not be paid show-up time or subsistence.